

After recording, please return to:
 Two Rock Inc
 PO Box 10976
 Fort Worth, Texas 76114

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 FILED
 TARRANT COUNTY TEXAS

2011 FEB 15 PM 3:03

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

THAT, WHEREAS, on June 28, 2007 ("Effective Date"), Jason T. Ashley and wife, Rose Ashley, as Lessor(s), executed and delivered unto Four Sevens Energy Co., LLC, as Lessee, an Oil and Gas Lease covering 0.269 acres of land, more or less, recorded in County Clerk's File No. D207329681, Official Public Records, Tarrant County, Texas, and being described as follows:

0.269 acres of land, more or less, out of the N.H. Carroll Survey, A-264, Tarrant County, Texas. Further described as Lot 11 of Block 9 of River Oaks Gardens Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 388-G, Page 82, of the Deed Records of Tarrant County, Texas. Also being the same 0.269 acres of land, more or less, described in that certain Warranty Deed with Vendor's Lien from Cecil A. and Mae O'Neal Bowling Revocable Living Trust to Jason T. Ashley, recorded in Volume 15251, Page 332, Deed Records, Tarrant County, Texas, and commonly known as 728 Thersa Drive, River Oaks, Texas 76114.

WHEREAS, the Lessor(s) named above executed that certain Amendment and Revivor of Paid Up Oil and Gas Lease acknowledged on the 14th day of October, 2010 and recorded in Tarrant County Clerk's File No. D210263303, Official Public Records, Tarrant County, Texas, effectively reviving and extending the primary term of that certain Oil and Gas Lease recorded in D207329681 from Three (3) years provided for in the lease to Three (3) and One Half (1/2) Years.

WHEREAS, Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, is the present owner and holder of said lease and all rights thereunder or incident thereto and has requested that the Lessor amend the expiration date and provisions of the lease.

WHEREAS, TOTAL E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas 77002, acquired an undivided 25% interest in Chesapeake's working interest in the aforementioned Lease and has requested that the Lessor amend the expiration date and provisions of the lease

IT is the desire of Lessor and Lessee to extend the primary term provided for in this lease.

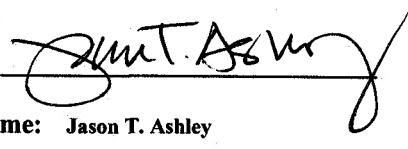
FOR Ten dollars and other consideration, Lessor and Lessee agree that the Lease is amended so that the primary term, of **Three (3) Years** provided for in the Lease, shall be **Three (3) Years Seven (7) Months** from the original date of the Lease, having the effect of extending the primary term of the Lease for an additional **Seven (7) Months**. Lessor leases and lets to Lessee, its successors and assigns, the lands for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Amendment.

LESSOR warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Amendment to extend the primary term and provisions of the Lease.

THIS Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for this Amendment is the full consideration for the extension of the primary term of this Lease. The Lease is deemed a "Paid Up" Lease for its entire extended primary term.

THIS Amendment is signed by the Lessor as of the date of acknowledgement of the Lessor's signatures, but is effective for all purposes as of the Effective Date shown above.

Lessor:

Signature: 

Printed Name: Jason T. Ashley

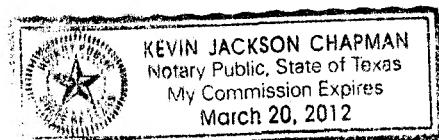
Signature: 

Printed Name: Rose Ashley

STATE OF TEXAS §
COUNTY OF TARRANT §

ACKNOWLEDGEMENT §

This instrument was acknowledged before me on this 21st day of December, 2010 by
Jason T. Ashley.

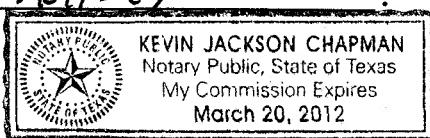


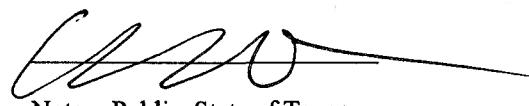

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

ACKNOWLEDGEMENT §

This instrument was acknowledged before me on this 21st day of December, 2010 by
Rose Ashley.




Notary Public, State of Texas

Lessee:

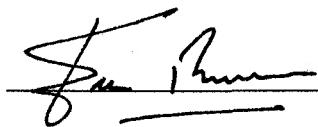
Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

TOTAL E&P USA, INC.
A Delaware Corporation

By: 

Printed Name: Henry J. Hood

Title: Sr. Vice President - Land
and Legal and General Counsel

By: 

Printed Name: Eric Bonnin

Title: Vice President, Business Development & Strategy

THE STATE OF Oklahoma

§

COUNTY OF Oklahoma

§

§

This instrument was acknowledged before me on the 13th day of January,
 20 11, by Henry J. Hood, Executive Sr. Vice President—Land and Legal and General Counsel of Chesapeake
 Exploration, L.L.C., an Oklahoma limited liability company, as the act and deed of such limited liability company
 on behalf of said limited liability company.



[SEAL]

Notary Public, State of _____

STATE OF TEXAS

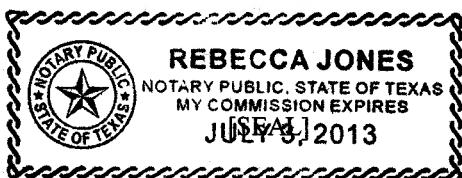
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COUNTY OF Harris

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ACKNOWLEDGEMENT §

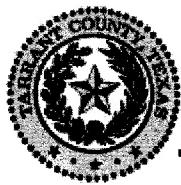
The foregoing instrument was acknowledged before me this 17th day of January,
 20 11, by Eric Bonnin, Vice President, Business Development, Strategy of TOTAL E&P, USA, Inc., a Delaware
 corporation, as the act and deed and on behalf of such corporation.

Notary Public, State of Texas

REVEN TO: TWO ROCK INC
 PO Box 10976
 FT WORTH, TX 76114

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TWO ROCK INC
POB 10976
FTW, TX 76114

Submitter: JEFFREY S DEMPSEY

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/15/2011 3:02 PM

Instrument #: D211037207

LSE	4	PGS	\$24.00
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By: Mary Louise Garcia

D211037207

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD